

representative of employees in several classifications as certified by the National Labor Relations Board.

3. Defendant Midwest Division-RMC, LLC d/b/a Research Medical Center (“Research Medical” or “Defendant”) is an employer engaged in an industry affecting commerce within the meaning of Section 301 of the LMRA and the definitions in Sections 2(6), 2(7), and 501(1) and (3), 29 U.S.C. §§ 152(6), (7), and 142(1) and (3). Defendant is a Delaware limited liability company duly organized and existing under the laws of the State of Missouri and has its principal place of business in the State of Missouri, doing business under a fictitious name, Research Medical Center. Defendant operates hospital facilities at 2316 Meyer Blvd, Kansas City, Missouri 64130 and 6601 Rockhill Rd, Kansas City, Missouri 64130. Defendant may be served by serving its registered agent STK Registered Agent, Inc., 900 W. 48th Pl. Suite 900, Kansas City, Missouri 64112.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this matter pursuant to Section 301 of the LMRA, 29 U.S.C. § 185, and 28 U.S.C. §§ 1331 and 1337.

5. Venue is proper in this district pursuant to 28 U.S.C. § 1391 and 29 U.S.C. § 185.

GENERAL ALLEGATIONS

6. The Union and Research Medical are parties to a collective bargaining agreement (“the Agreement”), a true and correct copy of which is attached hereto as Exhibit 1.

7. The terms and conditions of the Agreement are binding upon Research Medical.

8. Pursuant to the grievance procedure contained in the Agreement, unresolved disputes between the parties may be submitted to an arbitrator for resolution.

9. Decisions of the arbitrator are to be final, conclusive, and binding upon the parties.

10. On or about March 7, 2019, the Union filed a grievance on behalf of Thomas Harris, a Union member, protesting his termination of employment with Research Medical.

11. The grievance submitted by the Union was not resolved to the mutual satisfaction of both parties during the preliminary steps of the grievance procedure. Accordingly, it was submitted to arbitration for resolution in accordance with the terms of the Agreement.

12. The parties jointly selected Ronald Hoh as the arbitrator, and a hearing was held on September 11, 2019 in Kansas City, Missouri.

13. Representatives of both parties appeared at the hearing to present evidence on their behalf.

14. At the hearing, the parties stipulated that there were no procedural issues and the matter was properly before the arbitrator for decision.

15. Both Research Medical and the Union submitted post-hearing briefs to the arbitrator.

16. By decision dated December 15, 2019, the arbitrator found in favor of the Union, against Research Medical. He ordered that Harris be immediately reinstated to his former or substantially equivalent Hospital position, and that Harris shall receive full back pay and benefits for the time period beginning with the date of his termination through the date of his reinstatement, but minus interim earnings.

17. The grievance submitted to and decided by Arbitrator Hoh was a dispute that is subject to arbitration under the Agreement between Research Medical and the Union.

18. The arbitrator's decision draws its essence from the parties' Agreement.

19. Research received notice of the arbitrator's decision dated December 15, 2019.

20. As of the filing of this Claim, Research Medical has failed to comply with the arbitrator's decision.

WHEREFORE, Plaintiff Union prays for an Order and Judgment of the Court:

(a) Confirming and enforcing the December 15, 2019 arbitration award and enjoining Defendant Research to comply in all respects with the same;

(b) Finding in accordance with the arbitration award that Defendant Research is liable to Plaintiff Union to reinstate Harris to his former or substantially equivalent Hospital position and enjoining Defendant Research to immediately comply in all respects with the arbitration award;

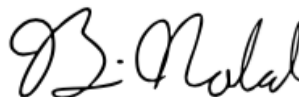
(c) Finding in accordance with the arbitration award that Defendant Research is liable to Plaintiff Union in the amount of Harris's full backpay and benefits for the time period beginning with the date of his termination through the date of his reinstatement, minus interim earnings and enjoining Defendant Research to pay to the Union the same;

(d) Awarding Plaintiff Union the costs and attorneys' fees incurred in defending this lawsuit and bringing this action; and

(e) Awarding such other relief as the Court deems just and proper.

Respectfully Submitted,

WICKHAM & WOOD, LLC



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